

No.

Office of the.....

Date :.....

EXPERIENCE CERTIFICATETo whomsoever it may concern

M/s/Sri (name and address of the contractor) is a working contractor of this unit and was awarded the following work. The relevant details of the work are as under: -

1.	Name of work:	
2.	Acceptance letter No. & Date:	
3.	Agreement No. & Date:	
4.	Value of work awarded (value of Agreement):	
5.	Date of commencement of work:	
6.	Whether work physically completed:	
7.	Date of completion:	
8.	Value of work completed as per last on account bill/final bill	
9.	Status of final bill	
10.	Scope of work	

DY CSTE/
.....department, Govt. of
.....Division/Circle,.....(City)
(PIN)

Note: - The Certificate to satisfy similar work should be signed by an officer not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/ PSUs of Government of India / State Undertaking and competent authority of public limited company.

TENDERER'S CREDENTIALS (BID CAPACITY)

_____ **RAILWAY**

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.

Note:

(a) The Tenderer(s) shall furnish the details of –

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and.

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

i. Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

ii. Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement

(Bid Security)
Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority**), Railway,, (hereinafter called "The Railway") having invited the bid for_____ through Notice inviting tender (NIT) No._____, We have been informed that [**Insert name of the Bidder**]..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, [**Insert Name of the Bank**], with its Branch [**Insert Address**] having its Headquarters office at..... [**Insert Address**], hereinafter called the **Bank**, acting through [**Insert Name and Designation of the authorised persons of the Bank**], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned [**Insert name(s) of authorized representatives of the Bank**], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [**Insert required Value of Bid Security**] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will

in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....**[insert date of issue]**till**[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS Structured Financial (Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
RANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI STATE
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

Place.....

Bank's Seal and authorized signature(s)

(Name in Block letters)

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document

PRO FORMA – 2A

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

Each Bidder or each member of a JV must fill in this form separately:**NAME OF BIDDER/JV PARTNER:**

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports._____

(Signature of Chartered Accountant)

Name of CA:_____

Registration No: _____

(Seal)

LIST OF EARTHWORK MACHINERY, TOOLS, PLANT AND STAFF TO BE DEPLOYED ON THIS WORK:

a. PLANT & MACHNERY

i). Earthwork machinery

	Name of machine and description	Number that the tenderer will deploy on this work
(1) Own	_____	_____
	_____	_____
	_____	_____
(2) Arranging from others	_____	_____
	_____	_____
	_____	_____
	_____	_____

ii) Plants & Equipments for concreting including testing equipments for concreting and soils.

	Name of machine and description	Number that the tenderer will deploy on this work
(1) Own	_____	_____
	_____	_____
	_____	_____
(2) Arranging From others	_____	_____
	_____	_____
	_____	_____

b) LIST OF PERSONNEL, ORGANIZATION ON HAND AND PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK:

i) Available with the organisation:

Name	Designation	Qualification & Experience
_____	_____	_____
_____	_____	_____

ii) Proposed to be engaged from outside

Name	Designation	Qualification & Experience
_____	_____	_____
_____	_____	_____

If the above documents are not submitted by the tenderer or insufficient details/documents are submitted, the tenderer is liable to be rejected.

Signature of the
tenderer Name :
Dated :

GENERAL INFORMATION: NEFT DETAILS

1. Name of the Tenderer : _____
2. Address : _____

3. Contact Person : _____
4. Contact No. : _____
5. PAN of Tenderer : _____
6. Bank Account Number : _____
7. Name of Bank : _____
8. Name of Branch : _____
9. Address of Branch : _____

10. IFSC of the Branch : _____
11. GSTIN No. : _____

FORM FOR REPORTING OF EMPLOYMENT

(Proforma to be filled in and signed by the Tenderer and submitted along with the tender)

(strike out whichever is not applicable)

1. The undersigned -

- (a) is a retired Gazetted officer holding prior to retirement a pensionable / non-pensionable post in the Engineering Department of the Railway.
- (b) is a partnership firm having as one of its partners a retired Engineer or a retired Gazetted officer as aforesaid.
- (c) is an incorporated company having any such retired Engineer or retired Gazetted officer as aforesaid, as one of its directors.
- (d) is having in my employment any retired Engineer or retired Gazetted officer as aforesaid.
- (e) has no such retired Engineer or retired Gazetted officer so associated with me as stated above.

2. If falling under any of the above categories (a) to (d) particulars of the officer may be furnished hereunder:

- (i) Post held before retirement
- (ii) Date of retirement
- (iii)

If not retired at least one year prior to date of submission of tender state whether permission for taking such contracts has been obtained from the President of India or any officer duly authorized in this behalf.

3. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in Gazetted capacity in the Engineering or any other Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder:

- (i) Name
- (ii) Designation
- (iii) Relationship

Signature of Tenderer(s)

Name.....

Address.....

MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.200/- or appropriate value as per Stamp Duty Act.

*The stamp paper has to be in the name of the tenderer) ***

1) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co.) _____ a company registered under the companies Act 1956 having its registered office at _____ represented through its Director / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ represented through its Partner Shri _____ / Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND

2) M/s. _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having its registered office at _____ represented through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

AND

3) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

4) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

AND

5) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____

_____ (hereinafter referred to as _____) which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19_ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____) which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

Whereas Chief Administrative Officer, Construction, South Western railway hereinafter referred to as Owner / Customer has invited Tender Nos. _____ hereinafter referred to as the South Western Railway Tender for the work of _____ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Second part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Third part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fourth part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fifth part i.e. M/s. _____ details to be supplied of the expertise in their field.

And whereas parties to this MOU, have agreed to co-operative with each other to associate jointly and to form a joint Venture firm to participate in the South Western Railway Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1) The Purpose of MOU.

M/s. _____ and _____ agree to co-operate with each other for the purpose of joint participation in the South Western Railway Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below.

2) The name of the Jt. Venture firm shall be _____

3) The parties, hereto, represented that:

a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.

b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the SOUTH WESTERN RAILWAY Tender.

That each of the parties of the J.V. agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s %
M/s %
M/s %
M/s %
M/s %

Lead Member:

That one of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with upto three members and no less than 10% each in case of JV firms with more than

three members. In case of JV firm foreign members(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:

a) That after submission of the tender, the MOU shall not be modified/altered/terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc. but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agrees that the Lead Member will continue to be the Lead Member of J.V. Firm.

b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of the South Western Railway Tender, all terms shall be complied by each party on back-to-back basis as per specifications of the South Western Railway Tender or any other mutually agreed terms with the Owner / Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Customer in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. M/s /Shri _____ shall be authorized ~~partner/person~~ Member to digitally sign and upload the tender on IREPS Works Module Portal on behalf of the Joint Venture and to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of South Western Railway tender/contract and authorized to further delegate powers vested with him by executing a Power of Attorney through an agent or individual. All notices/correspondence with respect to the contracts would be sent only to this authorised member of the JV firm.

7. Notwithstanding anything contained herein, in respect of the South Western Railway Tender with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.

8. The Parties agree that with respect to the South Western Railway Tender neither Party, nor any subsidiary company of either party, nor any joint venture company or any other entity, in which the party/ies, is or are in any way interested, shall complete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the South Western Railway Tender.

a. Responsibility

Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the contract and in this MOU as if it was, with regard to its Scope of work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

b. Assignability

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Customer.

c. Use of Machinery, Instruments, Labour Force etc.

The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the

speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

9. Duration of MOU

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

10. Applicable Law

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Bangalore.

11. Settlement of Disputes:

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act 1996 or/and amendments thereof.

12. All communications or notices provided for herein shall be in English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below:

M/s.....

M/s.....

All correspondence and notices to the joint Venture shall be addressed to the Lead Member, i.e. M/s..... Shri.....at the address stated herein below.

M/s.....

.....

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

13. Each Part shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

14. The parties to this MOU declares and certifies that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorised representatives on the date and year mentioned herein above.

Signature

Signature

Signature

Shri_____of

Shri_____of

Shri_____of

M/s._____M/s._____

M/s._____

Signature:

Signature

Shri_____Shri_____

Witnesses:

1) Name

Address:

2) Name

Address:

SOUTH WESTERN RAILWAY

FORM FOR SUBMISSION OF REQUEST FOR AVAILING MOBILISATION ADVANCE

TO

THE PRESIDENT OF INDIA,
Acting through the Chief Administrative Officer/Construction
Chief Engineer/ Dy. Chief Engineer/Construction/-----, -----
South Western Railway.

Sir,

Subject: Name of the work: -----

Ref: Tender Notice no: -----; Item no: -----

I/We----- (Name of Individual/ Firm/Company/JV) represented by its authorised signatory Sri / Smt. hereby submit that, in the event of I / We becoming a successful tenderer in the subject tender and followed by Railway placing on us the order for work execution, I / We intend to register our request for availing the grant of Mobilisation Advance as per the terms and conditions applicable for this purpose as detailed in tender conditions.

I/We have read and understood the conditions of tender/contract pertaining to Mobilisation Advance and do hereby agree that I / We abide by all terms and conditions of tender / contract governing Mobilisation Advance. Further, I / We hereby agree that subsequent modifications, if any, in respect of grant of Mobilisation Advance issued from time to time by Railway during the currency of the contract is binding on us.

Yours Sincerely

(Signature of the Tenderer)

Name:
Place
Date:
Address:

Proforma for self-Certificate in regard to meeting the Minimum Local Content requirements
(For Procurement Order Value less than of Rs.10 Crores)
(as per clause 23.8 (a) Special Conditions of Contract)

"I / We (Name of the bidder) represented by
....., authorized person on behalf of tenderer hereby certify that I/ We
..... meet the minimum 50% Local Content requirements for the work
..... (To be filled as notified in Tender document) and the following are the
details of locations at the local value addition is made for quoting offer against tender notice no
..... dt..... by us".

Details of locations at which the local value addition is made:-

1.

2.

Place:-

Date:-

Signature if tenderer
With seal.

**Proforma of Certificate on percentage of Local Content
(For Procurement Order Value more than Rs.10 Crores)**

(as per clause 23.8(b) Special Conditions of Contract)

(To be furnished by Statutory Auditor / Cost Auditor of the Company (in the case of Companies) / Practicing Chartered Accountant or Cost Accountant (in the case of suppliers other than Companies)).

"I/ Wethe Statutory Auditor / Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant of M/s..... (Name of the bidder) hereby certify that the percentage of Local Content of M/s.....(Name of bidder) for the work.....(To be filled as notified in Tender document) against tender no Date By M/s.....(Name of the bidder), is at..... %.

Place:-

Date:-

Signature of the Statutory / Cost Auditor of the company
Or
Practicing Chartered Accountant / Cost Accountant.

SOUTH WESTERN RAILWAY

**FORM FOR SUBMISSION OF REQUEST
FOR AVAILING LETTER OF CREDIT AS MODE OF PAYMENT**

TO

THE PRESIDENT OF INDIA,
Acting through the Chief Administrative Officer/Construction
Chief Engineer/ Dy. Chief Engineer/Construction/-----, -----
South Western Railway.

Sir,

Subject: Name of the work: -----

Ref: Tender Notice no: -----; Item no: -----

I/We ----- (Name of Individual/ Firm/Company/JV etc) represented by its authorised signatory Sri / Smt. hereby submit that, in the event of I / We becoming a successful tenderer in the subject tender and followed by Railway placing on us the order for work execution, I / We intend to register our request for availing the grant of **Letter of Credit as mode of Payment** as per the terms and conditions applicable for this purpose as detailed in tender conditions.

I/We have read and understood the conditions of tender/contract pertaining to Mobilisation Advance and do here by agree that I / We abide by all terms and conditions of tender / contract governing Mobilisation Advance. Further, I / We hereby agree that subsequent modifications, if any, in respect of grant of Mobilisation Advance issued from time to time by Railway during the currency of the contract is binding on us.

(Signature of the Tenderer)

Name:
Place:
Date:
Address:

INDEMNITY BOND FOR SUPPLY OF MATERIAL**INDEMNITY BOND FOR SUPPLY OF MATERIALS TO THE CONTRACTOR**

We _____ hereby under take that we hold that we hold in our custody for and on behalf of the President of India acting in the premises through the Deputy Chief Signal & Telecom Engineer, Construction, South Western Railway, Bangalore (herein after referred to as _____ the purchaser) and as his property in trust of him all imported and indigenous materials which have been handed over to us against the contract for _____

On South Western Railway vide letter of acceptance _____

Such as _____ handed over to us by the purchaser for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall entirely be responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the purchaser against any loss, damage or deterioration what so ever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all time opened to inspection by any officer authorized by the Deputy Chief Signal & Telecom Engineer, Construction, South Western Railway, Bangalore. Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due the purchaser shall be entitled to recover from us the full cost and compensation determined in terms of the contract for such loss, damage or deterioration, if any along with the amount to be refunded, without prejudice to any other remedies available to him, by deduction from any sum due /any sum which at any time hereafter becomes due to us under the said or any other contracts.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the President of India or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this the _____ day _____ 20

For & on behalf of the contractor.

Signature of Witnesses.

1.

2.

Name of the witnesses in block letters.

Address:-

*[PROFORMA FOR PERFORMANCE BANK GUARANTEE] *

*[PLEASE GO THROUGH THE CHECK LIST] *

BANK GUARANTEE NO. _____
 AMOUNT RS. _____
 VALIDITY from _____
 Valid up to : _____
 Last date for lodgment of claim: _____

PERFORMANCE GURANTEE IN THE FORM OF BANK GUARANTEE

1. In consideration of the President of India acting through the South Western Railway,, *(give full address of the Official/ Department) * (hereinafter referred to as the 'Government') having accepted vide letter No..... dated, the tender submitted by *(give full address of the contractor) * (hereinafter referred to as "the contractor(s), and agreed to grant a Contract for *(indicate the nature of contract works) * (hereinafter called the Contract) and whereas one of the terms agreed by the said Contractor, is that he should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value, i.e., Rs /- (Rupees..... only) *(indicate PBG amount) * valid upto *(Indicate date - Currency period +60 days) *, by way of security for the due observance of the terms and conditions, performance and fulfillment of the said contract, we, *(indicate the name and full address of the bank)* (hereinafter referred to as the 'the Bank') at the request of the Contractor do hereby irrevocably and unconditionally guarantee to the Government that the Contractor shall duly perform and discharge their obligations under the said contract to the full satisfaction of the Government and render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or for the performance of the works as per the specifications stipulated in the tender no..... dated..... and Letter of Acceptance No..... dt..... Within the time of.....*(Indicate date - Currency period + 60 days) * reckoned from the date as per the letter of acceptance, and further guarantees that the works which shall be done by the Contractor under the said Contract, shall be actually performed in accordance with terms and conditions of the Contract to the full satisfaction of the Government.
2. We, the Bank, do hereby undertake to pay to the Government an amount not exceeding Rs against any loss and/or dam age caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Contract.
3. We, the Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss and/or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor's(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and

payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

4. We, the Bank, do hereby undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contactor(s) in any suit or proceeding pending before any Court, Tribunal or Arbitrator(s) relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
5. We, the Bank, do further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and as its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this Guarantee thereafter.
6. We, the Bank, do further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time - to - time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We,..... *(indicate the name of the Bank) * lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.
9. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging system) and shall invariably send the advice of this Bank Guarantee to the Following bank details.

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

Dated the.....day OF..... 200...

For.....

Seal and Signature(s) of the authorized Official(s) with Designation

Note: -

1. Words appearing between asterisk “*” marks in the PG form are for guidance only and not to be typed in the final/fair document of Bank Guarantee.
2. The PBG/BG before submission to Railways to be ensured the following compliances:

CHECK LIST FOR SUBMISSION OF PBG

Sl. No	Description
1.	Document (PBG/BG) should be as per format
2.	Sufficient Stamp duty to be paid as per stamp duty Act of
3.	Date of purchase of stamp paper is timely executed i.e., on
4.	BG No. amount, Date of issue, validity period mentioned or
5.	LOA No. has mentioned or not
6.	Detail of work with Railways mentioned or not
7.	BG number mentioned on all pages or not
8.	Document paginated or not
9.	Signatories signed with PA/SS Nos. and designation seal
10	Bank round seal affixed or not
11	Signatures of two executants with PA/SS Nos. in BGs
12	Uniform dates like BG date, validity date etc., is incorporated
13	Amount in figures is tallying with amount in words or not
14	Corrections by pen, if any, is attested by the executants with
15	Beneficiary : Financial Advisor and Chief Accounts Officer, Construction, South Western Railway, Bengaluru.